



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 AR233 VSS

EFFECTIVE BEGIN DATE: 01-01-2009
EXPIRATION DATE: 05-31-2010
PAGE: 1 of 3

VENDOR:

**VITAL HOLDING INC
VITAL SUPPORT SYSTEM LLC
11191 AURORA AVE
URBANDALE, IA 50322
USA**

VENDOR CONTACT:

Chuck Coppola
PHONE: 515-334-5709 **EXT:**
EMAIL: charles.coppola@vitalsite.com

ISSUER:

ASHLEY SUPER
PHONE: 515-281-7073
EMAIL: ashley.super@iowa.gov

FOB

Contract For: WSCA Volume Discount Master Agreement AR-233 per attached.

WSCA Volume Discount Master Agreement AR-233 per attached on Cisco Products only.

Order Desk
11191 Aurora Avenue
Urbandale, Iowa 50322
515-334-5700 Phone
888-334-5755 Toll Free
515-334-5757
iowaWSCA@vitalsite.com
www.vitalsite.com

Additional Discounts added to Discounts by Cisco:

PRODUCT: +5% (for a total of 40%)

SMARTNET:

1 year +5% (for a total of 15%)

3 year +3% (for a total of 20%)

EDUCATION:

Smartnet +15% (for a total of 25%)

RENEWAL OPTIONS

FROM 06-01-2010 **TO** 05-31-2011

FROM 06-01-2011 **TO** 05-31-2012

FROM 06-01-2012 **TO** 05-31-2013

FROM 06-01-2013 **TO** 05-31-2014

AUTHORIZED DEPARTMENT

ALL
SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS Cisco Systems DATA COMMUNICATION HARDWARE and related SOFTWARE and related SERVICES per WSCA contract AR-233.	\$0.000000 \$0.000000



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TERMS AND CONDITIONS

N30

NET 30 DAYS

PARTICIPATING ADDENDUM
To Western States Contracting Alliance (WSCA)
MASTER PRICE AGREEMENT AR-233
With **Cisco Systems, Inc.**
FOR DATA COMMUNICATIONS EQUIPMENT
Between
Vital Support Systems, LLC
(Subcontractor)
And
The State of Iowa

1. Scope

This agreement is made between the State of Iowa and Vital Support Systems, LLC. (Subcontractor), located at 11191 Aurora Ave., Urbandale, IA 50322. Subcontractor agrees to all terms and conditions of the WSCA Master Price Agreement AR233 with Cisco Systems, Inc. and to all terms and conditions of the State of Iowa's Participating Addendum to same, both of which are incorporated herein by reference. This agreement is contingent upon continued authorization by Cisco Systems, Inc. for Subcontractor to act as an order fulfillment agent to AR1471 and Iowa's continued acceptance of Subcontractor, evidenced by the latest Participating Addendum between the state and Cisco Systems, Inc. The term of this agreement otherwise will be coterminous with the WSCA Master Price Agreement, and Iowa's Participating Addendum, with Cisco Systems, Inc. The state reserves the right to terminate this agreement for convenience.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with tax dollars, are eligible purchasers and authorized to purchase products and services under the terms of this agreement in lieu of a separate competitive selection process.

2. Changes:

- a) Without affecting the approved product prices or discounts specified in the WSCA Master Price Agreement, the Subcontractor shall provide to the State of Iowa a 1.00% Administrative Fee on all sales made within the State of Iowa against this agreement. The Administrative Fee is to be paid quarterly to The Iowa Department of Administrative Services, General Services Enterprise – Purchasing, Attn: Debbie O'Leary, Administrator, Hoover State Office Building, Level A, Des Moines, IA 50319.
- b) The Subcontractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, part numbers, quantity, invoice number, unit and extended invoice prices.
- c) Subcontractor's stated prices on the Subcontractor's or Cisco's special State of Iowa WSCA web site for Cisco Products shall be discounted using the discounts and price lists approved and agreed to with WSCA under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Subcontractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

3. Primary Contacts:

The primary participating entity contact for this participating addendum is as follows:

Name: Ashley Super, Purchasing Agent III
Participating Entity: State of Iowa
Iowa Department of Administrative Services
Address: General Services Enterprise
Hoover State Office Building, Level A
Des Moines, IA 50319
Phone/Fax: 515-281-7073; 515-242-5974
E-Mail: Ashley.Super@iowa.gov

The primary Subcontractor contact for this participating addendum is as follows:

Subcontractor: Vital Support Systems, LLC
Contact Name: Chuck Coppola, VP
Address: 11191 Aurora Avenue
Urbandale, IA 50322
Phone/Fax: 515-334-5709 / 515-334-5757
E-mail: Charles.Coppola@vitalsite.com

4. Ordering and Payments

All payments and orders are to be submitted direct to Subcontractor.

All purchase orders must specify part numbers and reference contract AR-233.

This participating addendum, the state's participating addendum with Cisco and the WSCA Master Price Agreement Number AR-233, (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by the State and Subcontractor below.

State of Iowa

Name: Debbie O'Leary

Title: Administrator, DAS GSE Procurement

Signature: Debbie O'Leary

Date: 1/5/09

Vital Support Systems, LLC

Name: Chuck Coppola

Title: VP

Signature: Chuck Coppola

Date: 12/30/08

PARTICIPATING ADDENDUM

Between the

State of Iowa and Cisco Systems, Inc.

Under
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO DATA COMMUNICATIONS PRODUCTS AND SERVICES MASTER AGREEMENT
("WSCA Master Agreement")
(State of Utah Contract Ref. No. AR-233)

Participating State:

Participating State Name	State of Iowa ("State" or "Participating State")
Office/Department Name:	Department of Administrative Services General Services Enterprise
Primary Business Address:	1305 East Walnut Street Des Moines, IA 50319-0105
Participating Addendum	AR-233

Contractor:

Contractor Name:	Cisco Systems Inc. ("Contractor" or "Cisco") 170 West Tasman Drive San Jose, California 95314
Cisco Contract ID #:	# 67634 (No. of WSCA Master Agreement)

This WSCA *Participating Addendum* between the above-referenced Participating State, acting by and through the Department of Administrative Services, and Cisco (collectively hereafter referred to as the "Parties") is entered into for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties, on the terms and conditions set forth below as of the date of last signature below (the "Effective Date" of this *Participating Addendum*).

1. Authority & Scope

As an inducement to Cisco to enter into this agreement, the Participating State hereby warrants and represents to Cisco its legal authority to enter into this *Participating Addendum* for the purposes and upon the terms set forth herein.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this *Participating Addendum* in lieu of a separate competitive selection process.

2. State-Specific Constitutional & Statutory Requirements

[None]

3. Incorporation of WSCA Master Agreement

The WSCA Master Agreement, as now or hereafter amended made by the original parties thereto during the term of this *Participating Addendum*, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the WSCA Master Agreement, as amended by this *Participating Addendum*. ("Agreement") Capitalized terms in this *Participating Addendum* shall be defined as set forth in the WSCA Master Agreement, Attachment B.

To the extent of a conflict in terms between the WSCA Master Agreement and this *Participating Addendum*, the following descending order of precedence shall apply:

1. *Participating Addendum* – Appendix A, "Statutory Requirements", if any
2. *Participating Addendum* (remainder of *Addendum*)
3. WSCA Master Agreement

4. State-Specific Purchasing Guidelines

The provisions of this *Participating Addendum*, Appendix B - "State-Specific Purchasing Guidelines", if any, apply to all transactions under this *Agreement*.

5. Cisco Fulfillment Partners

Cisco has the right to utilize authorized Fulfillment Partners, including Value Added Resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]") as fulfillment agents under this *Agreement*, e.g., for direct order taking, processing, fulfillment or provisioning.

Subject to approval of the Participating State, Fulfillment Partners may be added at any time during the *Agreement* term at the sole discretion of Cisco, with a minimum of two Resellers and no set maximum number of Resellers who may be used, subject to the approval of the Participating State. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any Reseller who does not meet Cisco's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for Cisco approved Fulfillment Partners shall be separately set forth at the Contractor's website, as amended by Cisco during the term of this *Agreement*, including any applicable technical certifications or general limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

6. **Ordering/Invoices**

Purchasers may place orders directly only through these Fulfillment Partners or through Cisco on products or services only provided through Cisco. Only those Fulfillment Partners approved and listed during the term of *Agreement* at Contractor's website are authorized to directly receive purchase orders, invoice Customers, and receive payment from Purchasers on Contractor's behalf. All authorized Fulfillment Partners are eligible to quote pricing to Purchasers for procurements under this *Participating Addendum* which otherwise meet the Partner's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Cisco will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. Fulfillment Partner will not offer less favorable pricing discounts than the contract discounts established by Cisco under the WSCA Master Agreement. However, any additional incremental discounts available to WSCA Purchasers, if offered, may be provided in the discretion and as the sole legal obligation of the Fulfillment Partner to the Participating State, and the Participating State can require the partner to separately document those discounts in a contract with the State.

The WSCA Master Agreement number AR-233 must appear on every Purchase Order placed under this *Agreement*.

Authorized Fulfillment Partners are responsible for delivering required contract reports and remittances to the WSCA Contract Manager in accordance with the requirements and schedule for delivery established in the WSCA Master Agreement, and for delivering the contract reports and remittances required pursuant to this *Participating Addendum*, Appendix C, paragraph 1, to the State of Iowa.

7. **Product & Services Offering**

This *Addendum* covers data communications Products and Services within the scope of the WSCA Master Agreement AR-233 for State agencies and political subdivisions. The **full suite** of product and service offerings available under the WSCA Master Agreement AR-233 may be procured under this *Participating Addendum*.

8. **Primary Point of Contact**

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*. The Parties' primary points of contact shall be set forth in this *Participating Addendum*, Appendix D - "Primary Points of Contact."

9. **Term**

The term of this *Participating Addendum* shall begin on the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this *Participating Addendum* is terminated in accordance with the WSCA Master

Agreement, whichever shall occur first.

10. **Entire Agreement**

The WSCA Master Agreement, together with this *Participating Addendum* and its Appendices, set forth the entire *Agreement* between the Participating State and Cisco with respect to the subject matter and supersedes and replaces all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of the *Agreement* shall not be added to or incorporated into the *Agreement* by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this *Agreement* shall prevail and govern in the case of any such inconsistent or additional terms. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This *Agreement* may be modified only by a written document executed by the parties hereto.

11. **Notices**

Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this *Agreement* (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to

this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this *Agreement* was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

IN WITNESS WHEREOF, the parties have executed this *Participating Addendum* as of the date of last execution by the Parties below.

Cisco Systems, Inc.

By: Ted Hull

Printed Name: Ted Hull

Title: VP-CSF

Date: 10/21/08

State of Iowa

By: Debbie O'Leary

Printed Name: Debbie O'leary

Title: Administrator, DAS GSE Procurement

Date: 9/30/08

Appendix A

State -Specific Constitutional & Statutory Requirements

(None)

Appendix B

State -Specific Purchasing Guidelines

(None)

Appendix C

1. Volume Report & Administration Fee

- A. The Participating State will be provided with a copy of the Volume Report required pursuant to WSCA Master Agreement, Attachment B, Section 16, showing all sales made quarterly against this agreement within the State of Iowa.
- B. Without affecting the approved product or service prices or discounts specified in the WSCA Master Agreement and this *Participating Addendum*, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The 1.00% fee shall be calculated as defined under the WSCA Master Agreement, Attachment A - Addendum A, Section (D), paragraph (3)
- C. The administration fee due to the State of Iowa shall be paid quarterly by the Fulfillment Partner directly to the Participating State, made payable to the "*Iowa Department of Administrative Services*". The Volume Report and administration fee required under this *Participating Addendum* shall be delivered quarterly pursuant to WSCA Master Agreement, Attachment B, Section 16, in accordance with the following schedule to:

Address:

Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building, Level A
Des Moines, IA 50319
Attn: Debbie O'Leary, Administrator

Schedule:

Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

2. Contract Discounts

Contractor's stated prices on the Contractor's approved State of Iowa WSCA Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with WSCA Master Price Agreement and Iowa under this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons in accordance with this *Participating Addendum, Section 6, above*.

3. Payment Terms

Payment Terms shall be Net -30 days.

Appendix D

WSCA Master Agreement State Participating Addendum Primary Points of Contact

STATE OF IOWA

Ashley Super, PA III
Iowa Department of Administrative Services
General Services Enterprise
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

Phone: (515) 281-7073
Fax: (515) 242-5974
Email: Ashley.super@iowa.gov

CONTRACTOR

George Chopin
Manager, Regional Sales
Cisco Systems, Inc.
16401 Swingley Ridge Road Suite 400
Chesterfield, Missouri 63017

Phone: +1 408 894 3694
Email: gchopin@cisco.com
Fax: +1 636 735 2700
Cell: +1 314 308 5258